

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: PUBLIC WORKS - ALL DIVISIONS

DATE: APRIL 28, 2009

COMMITTEE MEMBERS PRESENT:

SUPERVISORS BELDEN
BENTLEY
TESSIER
STEC
MERLINO
CHAMPAGNE
TAYLOR
GOODSPEED
PITKIN

OTHERS PRESENT:

WILLIAM LAMY, SUPERINTENDENT OF PUBLIC WORKS
JEFFREY TENNYSON, DEPUTY SUPERINTENDENT OF PUBLIC WORKS
TODD BEADNELL, ENGINEER
DON DEGRAW, AIRPORT MANAGER
PAUL BUTLER, DIRECTOR OF PARKS, RECREATION & RAILROAD
FREDERICK MONROE, CHAIRMAN OF THE BOARD OF SUPERVISORS
PAUL DUSEK, COUNTY ATTORNEY
HAL PAYNE, COMMISSIONER OF ADMINISTRATIVE & FISCAL SERVICES
JOANN MCKINSTRY, DEPUTY COMMISSIONER OF ADMINISTRATIVE &
FISCAL SERVICES
JOAN SADY, CLERK OF THE BOARD
KEVIN GERAGHTY, BUDGET OFFICER
SUPERVISORS SIMMES
STRAINER
THOMAS
RICH SCHERMERHORN, RICH AIR - FIXED BASE OPERATOR
JON LAPPER, LEGAL COUNSEL FOR RICH AIR
DICK BOVEY, ARGYLE AVIATION
BRIAN LAFLURE, FIRE COORDINATOR/DIRECTOR, OFFICE OF EMERGENCY
SERVICES
DONALD HESS, WARREN COUNTY RESIDENT
JONATHAN ALEXANDER, *THE ADIRONDACK JOURNAL*
AMANDA ALLEN, SR. LEGISLATIVE OFFICE SPECIALIST

Mr. Belden called the meeting of the Public Works Committee to order at 9:30 a.m.

Motion was made by Mr. Bentley, seconded by Mr. Taylor and carried unanimously to approve the minutes from the March 31, 2009 Committee meeting, subject to correction by the Clerk of the Board.

Privilege of the floor was extended to William Lamy, Superintendent of Public Works, who distributed copies of the DPW agenda to the Committee members. *A copy of the DPW agenda is also on file with the minutes.*

Mr. Lamy reminded the Committee that at a previous meeting they had authorized the reorganization of his Department which had included the addition of another Engineer to his staff; he then introduced Todd Beadnell who was the person chosen to fill the newly created position. Mr. Lamy apprised that Mr. Beadnell was a Town of Horicon resident who had been a student at Warrensburg Central School and a 1990 graduate of Norwich University. He added that Mr. Beadnell grew up involved in his family's construction and development business and was recently employed by the Lincoln Logs Corporation. Mr. Lamy stated that Mr. Beadnell complimented his current staff nicely and they planned to utilize his talents in connection with the many ongoing DPW projects.

Mr. Belden welcomed Mr. Beadnell and stated that he looked forward to working with him in the future.

Mr. Lamy announced that Civil Service testing was required to fill the vacant Construction Supervisor position

which the Committee had previously authorized him to fill. He said that a permanent appointment to the position would be determined subsequent to the testing, which would be held on May 9, 2009; however, he noted, he had promoted an existing employee to fill the position and work out of title. Mr. Lamy explained that Mike Johnson, who was currently a Heavy Equipment Operator, was now serving as the Construction Supervisor and being paid accordingly. He added that Mr. Johnson was a resident of the Town of Queensbury who had been working for the DPW for the past nine years and would be supervising the road crew working from the South End DPW Shop. Mr. Lamy reiterated that once the results of the Civil Service testing were received, he would make a determination as to who would be appointed as the permanent Construction Supervisor.

Moving on, Mr. Lamy directed the Committee members to page 1 of the agenda which reflected the updated CHIPS (Consolidated Highway Improvement Program) funding for the County and each of the Towns. He noted that the amounts were consistent with those anticipated early in 2008 and he pointed out that lower figures had been included in the 2009 Budget when a reduction in funding had been indicated by the State. Mr. Lamy advised that agenda page 2 included a request to amend both sides of the 2009 County Budget to increase estimated revenues and appropriations in the amount of \$178,078 to reflect the receipt of unanticipated CHIPS funding as follows:

Appropriation Code:	Amount:
D.5112 8028 280, Garnet Lake Road, CR#72	\$ 50,000
D.5112 8105 280, Schroon River Road, CR#10	50,000
D.5112 8115 280, North Bolton Road, CR#41	78,078
Revenue Code:	
D.3501, County Road - Consolidated Highway Aid	\$178,078

Motion was made by Mr. Bentley and seconded by Mr. Pitkin to approve the request to amend the County Budget as outlined above.

Mr. Belden noted that certain road projects had been removed from the 2009 Road Project Schedule due to a lack of funding and he asked if those would be added back into the Project Schedule now that additional funding had been received. Mr. Lamy confirmed that the road projects scheduled for 2009 had been scaled back to account for the reduced funding and he advised that they had kept track of the projects affected by the cutbacks, some of which would be restored now that additional funds were being received. He noted that the agenda included a copy of the 2009 County Paving Schedule which would be discussed later in the meeting.

Mr. Belden called the question and the motion was carried unanimously to amend the County Budget in the amount of \$178,078 as outlined above and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

Mr. Lamy apprised that the next agenda item pertained to Federal Stimulus Program funding and he noted that three County Road Projects had been selected as being eligible for Stimulus funding. He explained that a listing of road projects had been submitted for funding under the Federal Stimulus Program and had been reviewed by NYSDOT (New York State Department of Transportation) who had selected three qualifying projects which were likely to receive funding, those being the Glenwood Avenue, Corinth Road and Hicks Road Projects located in the Town of Queensbury. Mr. Lamy stated that he had yet to receive the documentation which confirmed that the funding would be granted and he would apprise the Committee when this information was received. He pointed out that all of the projects funded by Federal Stimulus monies had to be bid and awarded to outside contractors in keeping with Stimulus Program requirements. Mr. Lamy added that construction inspection services would be required for those projects receiving Federal Stimulus monies which would be provided by County staff if possible;

however, he noted, if they were not able to use County staff to provide the inspection services they would be required to contract with an outside source for these services and he would return to the Committee to discuss how this would be accomplished if necessary.

The Warren County Paving Schedule for 2009 was included in the agenda beginning on page 4, Mr. Lamy advised. Mr. Belden pointed out that during the week of May 25th two County Road Projects had been scheduled, one in the Town of Hague and the other in the Town of Chester and Mr. Lamy confirmed this. Mr. Belden then noted that the paving schedule reflected that the DPW planned to pave 2.3 miles for the City of Glens Falls. Mr. Lamy apprised that the City would contract with the County, as they did other Towns, and he confirmed that this was far less costly than it would be for the City to contract with a private party for the services. Mr. Belden suggested that the City of Glens Falls be contacted to determine if the City employees could haul the necessary blacktop materials to further reduce paving costs. Mr. Lamy said that he was unsure whether the City or the blacktop supplier would deliver the materials and he noted that the County DPW did not typically do the hauling. He added that he would contact City DPW officials to make this determination. Mr. Belden noted that if the Towns and City were willing to haul the materials themselves, the paving would be less costly.

As the Committee reviewed the 2009 Paving Schedule, Mr. Lamy noted that the paving crew was being overseen by a newly promoted Construction Supervisor who was not as experienced as the person who had previously held the position. He said that the new Construction Supervisor had been sent for training to prepare him for the responsibilities of his new position. Mr. Lamy stated that they were working with new staff on the paving crew and although they would not work as quickly as the previous, and more experienced, paving crew, he did not foresee any issues with completing the projects scheduled by the end of the construction season, due to reductions in the paving planned for 2009. He added that if any of the Supervisors had comments or suggestions with respect to the Paving Schedule they should contact him directly.

Mr. Stec entered the meeting at 9:38 a.m.

Mr. Lamy stated that they were attempting to plan enough time each week to complete the scheduled projects and if they were moving ahead of schedule and had the time to complete a Town road project while in the area, they would do so. Mr. Belden interjected that he felt it would be less costly to the County if they were to complete Town paving projects while working on County road projects in the area as it would reduce the costs incurred by moving equipment. Mr. Lamy replied that they would use this procedure when time allowed; however, he said, they could not do this for every project as there were several crews that worked consecutively to complete road projects, such as the construction, paving and striping crews all of which had a job to do once the previous crew had completed their portion of the project. He advised that they had to concentrate on the County paving projects initially to keep all of the crews completing projects on time. Mr. Lamy added that in his experience he had found that if the Towns were given sufficient time, their projects were ready for paving when the County DPW forces arrived, rather than having to wait for construction to be finished.

Hal Payne, Commissioner of Administrative & Fiscal Services, pointed out that the 2009 Paving Schedule did not include paving at the new Health and Human Services Building and Mr. Lamy replied that he would make a note of this to be sure that it was completed before the end of the paving season.

Mr. Belden noted that the schedule did not include paving in connection with the new Soil and Water Building either and Mr. Lamy replied that he was not aware that the DPW would be required to do this work, but would make a note of this also.

Mr. Geraghty questioned what the standard paving rate was and Mr. Lamy replied that the paving crew under the direction of the previous Construction Supervisor had completed an average of one mile per day; however, he said, he did not expect the same rate from the new paving crew. He added that the one mile per day paving rate had been based upon paving in areas with little traffic to contend with.

Resuming the agenda review, Mr. Lamy apprised that the asphalt bids awarded at a previous Committee meeting had been received and were included in the agenda beginning on page 6. He noted that he and Brian Humphrey, Deputy Superintendent of Highways, had reviewed the 2008 asphalt bids and had determined that asphalt costs had decreased by approximately \$2 per english ton due to decreased fuel prices. Mr. Lamy further noted that the fuel adjustments had decreased the price of asphalt by \$1.57 per ton since the bids were initially received. He added that if petroleum prices remained at the current low level, asphalt prices would remain low as well; however, he noted, if the petroleum prices were to spike dramatically as they had in 2008, commensurate increases would apply to asphalt prices, as well.

Mr. Lamy directed the Committee members to agenda page 11 which reflected a request for a new contract with North American Industrial Services for a rental contract to clean culverts and catch basins. He explained that a bid had been released for these services and North American Industrial Services had been the sole responder, offering a rate of \$330 per hour on an as needed basis.

Motion was made by Mr. Goodspeed and seconded by Mr. Bentley to approve the request for a new contract with North American Industrial Services as outlined above.

Mr. Belden questioned why the culvert and catch basin cleaning could not be done in-house by County staff and Mr. Lamy replied that the County did not have the equipment to properly do the job. He added that historically the County had contracted for these services which they funded through the Maintenance of Roads budget and various road projects.

Mr. Pitkin asked what the cost to purchase the equipment necessary to do the work in-house would be and Mr. Lamy replied that he did not have that information but would research the costs for presentation at a future Committee meeting. When Mr. Pitkin inquired as to whether the equipment could be rented, Mr. Lamy advised that the contract was specifically for the rental of equipment which the renting company provided an operator for. Mr. Lamy added that the services were used on an as-needed basis for which approximately \$20,000 was expended annually.

Mr. Champagne stated that the Town of Queensbury owned the equipment necessary to do the culvert and catch basin cleaning and he noted that they might be able to reach an arrangement to allow the County to use it when it was needed. Mr. Lamy advised that the equipment was used to clean plugged culverts using a high pressure apparatus to clear the clog and also when it was necessary to remove sand from catch basins. He added that the problem with borrowing the equipment was that everyone was using it at the same time of year. Mr. Lamy said that the County had a six month construction window for highway projects and spent the rest of the year attending to snow and ice removal. He noted that the rental contract had been proven to be the best avenue to complete the necessary clean-out services in order to proceed with road construction.

Mr. Champagne questioned if the catch basins and culverts requiring attention were identified early in the season prior to road construction and Mr. Lamy replied in the negative, advising that the cleaning services occurred on an as-needed basis.

Prior to approving the request, Mr. Pitkin stated that he would be interested in determining whether a shared services agreement could be reached with the Town of Queensbury to use their equipment. He added that an opportunity might exist to schedule the cleaning work to allow the County to use the equipment when not being used by the Town of Queensbury in order to reduce the cost to the County. Mr. Lamy replied that although he could certainly research this issue, he asked that the Committee move to approve the request for a new contract in the meantime so that if an agreement with the Town could not be obtained, they could still secure the cleaning services as construction projects could not begin until these were completed.

Mr. Stec advised that Mr. Lamy should contact the Town of Queensbury DPW Superintendent to determine if and when the equipment was available and at what cost. Mr. Pitkin noted that Mr. Taylor had advised that the City of Glens Falls might have the same equipment and he suggested that inquiries be made there also. Mr. Lamy pointed out that if they were to move in this direction, he was confident that the County Attorney's Office would require an inter-municipal agreement between the County and the Municipality loaning the equipment and he asked if a resolution request for such should be prepared in advance for the May 15th Board meeting. Mr. Belden stated that he felt the resolution request should be prepared for presentation at the upcoming Board meeting in the event that the equipment was available. Mr. Lamy noted that the work would be required before the May 15th Board meeting in order to proceed with the road projects as scheduled; therefore, he said, he would request that the Committee approve the request for a new contract to allow for services to be performed by North American Industrial Services until an inter-municipal agreement could be reached.

Mr. Stec advised that an inter-municipal agreement between the County, Towns and City of Glens Falls should be developed in the form of a blanket resolution which would allow the Municipalities to use each other's equipment on an as-needed basis for liability purposes. Mr. Tessier interjected that a similar resolution must already be in place as the County and Towns frequently utilized one another's equipment and he was sure there were legal provisions in place for this.

Subsequent to further discussion on the matter, Messrs. Goodspeed and Bentley amended their motion to approve the request for a contract with North American Industrial Services for culvert and catch basin clean-out services, as well as to explore the possibility of securing an inter-municipal agreement between the County, Towns and City to authorize the use of each other's equipment as necessary.

Mr. Belden called the question and the amended motion listed above was carried unanimously and the necessary resolution was approved for the May 15th Board meeting. *A copy of the request is on file with the minutes. Note: Subsequent to the meeting it was determined that Resolution No. 130 of 2001, Authorizing Agreements Between Warren County and Various Towns Within Warren County, Washington and Essex Counties, the New York State Department of Transportation and the City of Glens Falls for Highway Maintenance and Construction and Rental or Hiring of Highway Machinery, Tools or Equipment, already addressed the inter-Municipal agreement issue.*

Jeffrey Tennyson, Deputy Superintendent of Engineering, apprised that agenda page 17 included a request to adopt the current and subsequent revisions of the NYSDOT Specifications, Standards and Design Procedures as deemed appropriate and approved by the Superintendent of Public Works. He explained that the DPW typically used NYSDOT design standards and had recently encountered a driveway issue which required the use of an updated driveway entrance standard published by NYSDOT. Mr. Tennyson said that in researching the previous resolutions which adopted the standards, it was determined that the resolution adopted in 2003 specifically referred to a dated version of the driveway entrance standard; he added that although they needed to upgrade to the new standard, this matter was attributed to a broader issue which could be resolved by adopting the current NYSDOT standards and any updates as they occurred. Mr. Lamy interjected that adoption of NYSDOT standards was not required but

made the process much simpler as the County would otherwise be required to research and develop their own set of engineering standards. He added that the NYSDOT Standards had been thoroughly researched and properly engineered and he felt it would behoove the County to adopt them in the interest of cost savings.

Motion was made by Mr. Stec, seconded by Mr. Taylor and carried unanimously to approve the request to adopt current and subsequent revisions of NYSDOT Specifications, Standards and Design Procedures as deemed appropriate and approved by the Superintendent of Public Works and the necessary resolution was approved for the May 15th board meeting. *A copy of the request is on file with the minutes.*

Continuing, Mr. Tennyson stated that agenda page 18 reflected a request to establish Capital Project No. H300.9550 280, Fuel System Upgrades, Repair and Replacement in the amount of \$350,000.

Motion was made by Mr. Bentley and seconded by Mr. Champagne to approve the request to establish Capital Project No. H300.9550 280, Fuel System Upgrades, Repair and Replacement as outlined above.

Mr. Belden questioned when the fuel system upgrades would begin and Mr. Tennyson replied that the work had already started. Mr. Tennyson apprised that Mr. Beadnell would pick up the engineering responsibilities associated with the Project and would be communicating with vendors for the preferred equipment that would be utilized. He said that they still had to develop the specifications and bid the work for the Project and they hoped for the bulk of the work to occur in September/October 2009. Mr. Tennyson apprised that there were eight County Fuel Farm locations and he anticipated that work would be completed on one or two per week depending on how quickly the work could be completed. He noted that there would be periodic shut-downs at the Fuel Farm sites as the work progressed and equipment was installed.

Mr. Belden questioned if the new fuel management systems would eliminate the need for the tanks to be measured from the top by County employees and Mr. Tennyson replied that the new fuel management system would integrate the tank monitors already installed with the new pumps; therefore, he said, there should not be any employees climbing to the top of the tanks other than for the monthly check to confirm readings which was performed by a DPW employee. He added that currently they were required to manually read and calculate figures for reconciliations as per environmental compliance regulations and the new system would eliminate this need. Mr. Tennyson explained that the new system would automate the readings and automatically generate bills for fuel usage. He noted that the current Gas Boy systems had been installed in the early 1990's and replacement parts could no longer be purchased for them. Mr. Tennyson said that the new system would replace the Gas Boy systems and would implement one common system for all fuel sites and new keys would be issued for all users. He stated it was their hope that the new system would be more accurate and would ensure that bills were issued in a timely manner.

Mr. Champagne noted that this project had been ongoing for some time and he said that he hoped when it was completed a cumulative report would be generated for every user to better determine if the system was being misused or abused, as well as if there were any leaks in the tanks themselves. Mr. Geraghty pointed out that every Town was required to provide a yearly report of fuel usage to the State Comptroller's Office and he questioned if such a report could be generated. Mr. Tennyson advised that the new system would be capable of generating reports of this nature and they simply needed to identify the parameters to be included in the report.

Mr. Champagne questioned if the new fuel system would require supplemental IT (Information Technology) staffing assistance and Mr. Lamy replied that the DPW did not have an IT person on staff and contacted Robert Metthe, IT Director, whenever those services were necessary. He added that they were trying to train the DPW staff that would be working with the fuel system to accomplish the work required without IT assistance.

Mr. Belden called the question and the motion was carried unanimously to establish Capital Project No. H300.9550 280, Fuel System Upgrades, Repair and Replacement in the amount of \$350,000 and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

Resuming the agenda review Mr. Lamy advised that the next agenda item pertained to the Middleton Bridge Project and he noted that the options available were outlined in a summary which was included in the agenda. Mr. Tennyson briefly outlined the summary, pointing out that the three options available were to either remove and not replace the bridge; remove and replace the bridge in the existing location or to remove and replace the bridge in a new location 2.5 miles north of County Route 11. He reminded the Committee that as per the County Attorney's Office, an amendment to the State Constitution would be necessary to utilize the property required to move the Bridge which could take one to two years to acquire and would incur an additional cost over the other options.

Speaking as the Supervisor of the Town of Horicon which was greatly affected by the Bridge, Mr. Bentley stated that Option 3, to replace the Bridge in an alternate location, was the most sensible of the three available and would greatly reduce transportation costs for emergency and school vehicles traveling in the area. He added that replacing the Bridge in its current location, which was less than a mile away from another bridge, was a waste of time and money. Mrs. Simmes, speaking as the Supervisor of the Town of Bolton which was also affected by the Bridge, agreed with Mr. Bentley's statements and noted that the best option for the Towns of Horicon and Bolton would be to replace the Bridge in the alternate location selected. She pointed out that Option 1, to remove the Bridge and not replace it, would incur a direct cost of \$110,000 while removing and replacing it in the more favorable location would only cost an additional \$47,000; therefore, she said, she felt it was sensible to proceed with Option 3 which would move the Bridge to a location better fitting the area and its residents.

Mr. Pitkin questioned if an amount had been estimated to reflect the savings that would be incurred by moving the Bridge and Mr. Bentley replied that a figure had not been determined; however, he said, the savings would be considerable as County, Town, School and emergency vehicles were now traveling an additional five miles per trip to reach the Bridge in its current location. He stated that he had also spoken with a representative of the APA (Adirondack Park Agency) affiliated with bridge replacement who was in favor of the bridge replacement in the alternate location.

Mr. Champagne pointed out that one of the "Cons" listed under Option 3 was that an agreement with NYSDOT and the AGFTC (Adirondack Glens Falls Transportation Council) was required for additional grant funding and he questioned if further grant funding was available over and above what was already being appropriated. Mr. Tennyson replied that grant funding had been promised for Option 2, to remove and replace the Bridge in its current location, commensurate with the estimated costs of \$1.69 million, which would include a 5% Local Share of \$84,500. He explained that because Option 3 included an estimated cost of \$3.14 million, agreements with NYSDOT and AGFTC for additional grant funding would be necessary in order to increase the amount of grant funding received in light of the greater project total and to meet the 5% Local Share of \$157,000. Mr. Tennyson advised that the environmental approvals required in connection with Option 3 would delay construction on the Project until 2012 and would need additional grant funding.

When questioned with respect to the property required to construct the Bridge in an alternate location, Mr. Lamy advised that the County would need to acquire property currently owned by NYSDEC, which would require an amendment to the State Constitution. Mr. Bentley apprised that the property required on the other side of the river had been promised by the owners of Ridin' Hy Dude Ranch, who were in favor of moving the Bridge and had also offered to build the road necessary to connect it to the main road. Mr. Lamy interjected that the location was very close to the current County Road and would require the addition of a 10' to 20' strip of road to connect the new

bridge to it.

Subsequent to further discussion on the matter, motion was made by Mr. Bentley, seconded by Mr. Goodspeed and carried unanimously to proceed with Option 3, to remove the Middleton Bridge and replace it in a new location.

Concluding the agenda review, Mr. Lamy presented a listing of items pending from prior Committee meetings, which he outlined as follows:

1. With respect to the Corinth Road Project, Mr. Lamy apprised that they were working diligently to meet the September 15, 2009 deadline for Federal authorization to advertise bids in connection with the Project to retain Federal funding. He said that they were reasonably confident that the deadline would be met; however, he noted, they were behind schedule in the area of proceeding with the condemnation process required to obtain properties that could not be acquired through negotiation. Mr. Lamy said that they had initially anticipated that all of the condemnation actions would be completed early in the month of April and that the month was drawing to a close and none had been completed. He stated that there was a heightened awareness of the delays and he and Mr. Tennyson had met with representatives of Barton & Loguidice and Clough, Harbour & Associates to discuss the matter. Mr. Lamy said that they wanted the Committee to be aware of the issue and also to be advised that there was no room for further delays if they were to meet the September 15th deadline specified. Mr. Stec advised that the Town of Queensbury was also slightly behind in the property acquisition process. He said that the team working on property acquisitions for the Town were aware of the urgency of the situation and were confident that they would complete the process in keeping with the September 15th deadline. Mr. Stec stated that all parties needed to remain proactive in completing the work necessary to meet the deadline as failure was not an option;
2. Mr. Lamy reminded the Committee members that the Budget Performance Report had been presented at their prior meeting as it was due on a quarterly basis;
3. No report on NYSDEC requests for work at Scaroon Manor were provided;
4. No report was given on NYSDEC violations at the North Creek fuel farm;
5. Mr. Lamy apprised that the Stormwater Officer position continued to be reviewed by attorneys for the City of Glens Falls, Town of Queensbury and Warren County and he had no new information to present;
6. With respect to the Milton Avenue Bridge Project, Mr. Tennyson advised that they had acquired two of the three utility agreements necessary in connection with the Project. He advised that the agreement with Verizon had proven to be the most difficult to attain as they had refused to sign the agreement until they were sure that the method the County desired to use to temporarily continue their utility lines across the river would work. Mr. Tennyson reminded the Committee that they planned to temporarily accommodate the Verizon utility lines through a waterline running under the river until the bridge project was finished, at which time the waterline would be abandoned and the lines would be run along the base of the bridge. He added that he felt the agreement would be secured; however, he noted, there was still some work to be done before the arrangement would be finalized;
7. Mr. Lamy apprised that a letter regarding the increase in the maintenance cost charged for use of the County fuel farms had been sent to the School districts noting that the charge would increase by \$.10 per gallon effective with their July budget term. He added that a similar letter had been sent to the County and Town users stating that the increase would apply to them on January 1, 2010 at the beginning of their budget term. Mr. Lamy stated that because this item had been addressed it could be removed from the pending items list;
8. The Middleton Bridge project was addressed earlier in the meeting;

9. Mr. Lamy advised that he had nothing to report on the weight posting of Sunnyside Road.

Mr. Stec left the meeting at 10:18 a.m.

As there was no further Public Works business to discuss, privilege of the floor was extended to Don DeGraw, Airport Manager, to begin the Airport portion of the Committee meeting. Mr. DeGraw distributed copies of the Airport agenda to the Committee members, a copy of which is on file with the minutes.

Commencing the review of the New Business portion of the agenda, Mr. DeGraw presented a request for a new contract with AFSCO Fence Supply Co. Inc. to construct security/safety fencing near the Airport terminal and to install new locking swing gates on the Airport perimeter fence. He advised that AFSCO Fence Supply Co. Inc. was the low bidder for these services which would be completely funded by State grant funds.

Motion was made by Mr. Tessier, seconded by Mr. Taylor and carried unanimously to approve the request for a new contract with AFSCO Fence Supply Co. Inc. as outlined above and the necessary resolution was authorized for the May 15th Board meeting. *A copy of the request is on file with the minutes.*

Mr. DeGraw announced that the next agenda item pertained to a request for a new contract with Dick Bovey, FAA (Federal Aviation Administration) Designated Flight Examiner, to permit him to administer FAA flight tests to pilot applicants at the Airport. He explained that Mr. Bovey had been providing these services for some time from the Airport without any type of contract; however, he said, Rich Schermerhorn, FBO (Fixed Base Operator), had recently questioned the issue and that was why he desired to formalize the arrangement with a contract. Mr. DeGraw advised that Mr. Bovey utilized rooms at the Airport to provide the written flight tests, and provided for the actual air flight tests from the Airport, as well. He noted that Mr. Bovey charged a fee for the testing and was willing to pay the County \$40 per test as a part of his contract which would amount to \$1,000 to \$2,000 in revenue to the County annually.

Mr. Schermerhorn stated that he had only received the preliminary draft of the contract proposed with Mr. Bovey that morning and had not had sufficient opportunity to review it. As the County's designated FBO, Mr. Schermerhorn said he respectfully requested that the Committee table the request for 30 days to allow him the proper amount of time to review the contract and to discuss any issues he foresaw with Mr. DeGraw and the Committee prior to their making any decision on the matter.

In response to what Mr. Bovey perceived to be Mr. Schermerhorn questioning his qualifications, Mr. Bovey advised that he had been a flight instructor for the past 25 years and had served as an FAA Examiner for many years, as well. He added that he had received extensive training and testing during his career and had always promoted safety for all facets of the flying operation which he felt presented a good image for the Airport.

Pursuant to further discussion on the matter, motion was made by Mr. Tessier, seconded by Mr. Taylor and carried unanimously to table the request for a new contract with Dick Bovey, FAA Designated Flight Examiner, as per Mr. Schermerhorn's suggestion.

Mr. DeGraw advised that Agenda Item 4 consisted of a request for a new contract with C&S Engineers to perform the necessary steps required by the FAA and the State to apply for an FAA grant to purchase the Powers property which adjoined the Airport property. He explained that two property appraisals, estimated at \$3,500 each, were required in order to qualify for the grant funding; Mr. DeGraw added that although the County would initially fund the costs of the appraisals, they would eventually be reimbursed either in the actual grant for the property or another

dedicated grant.

Motion was made by Mr. Goodspeed, seconded by Mr. Tessier and carried unanimously to approve the request for a new contract with C&S Engineers for an amount not to exceed \$7,000 to perform the necessary steps required to apply for FAA grant funding as outlined above and the necessary resolution was authorized for the May 15th Board meeting. *A copy of the request is on file with the minutes.*

The next agenda item, Mr. DeGraw announced, pertained to a request to rescind Resolution No. 456 of 2008 which authorized L.S.L. T-Hangars, LLC to construct two 10-bay t-hangars at the Airport.

Motion was made by Mr. Champagne, seconded by Mr. Taylor and carried unanimously to approve the request to rescind Resolution No. 456 of 2008 and the necessary resolution was authorized for the May 15th Board meeting. *A copy of the request is on file with the minutes. Please note: Subsequent to the meeting it was determined that Resolution No. 532 of 2008 authorized the agreement with L.S.L. T-Hangars, LLC and would be rescinded.*

Mr. DeGraw said that Agenda Item 6 referred to a request to authorize the Chairman of the Board to execute any and all documents related to the SEQRA (State Environmental Quality Review Act) process for Airport obstruction removal.

Motion was made by Mr. Goodspeed, seconded by Mr. Bentley and carried unanimously to approve the request as outlined above and the necessary resolution was authorized for the May 15th Board meeting. *A copy of the request is on file with the minutes.*

Concluding the review of the New Business portion of the agenda, Mr. DeGraw presented a request to authorize the Airport Manager to work with the Purchasing Department to solicit bids for an Aircraft Rescue and Fire Fighting Truck, as well as a self-propelled snow broom/sweeper. He explained that the FAA had requested accurate costs for the equipment based on a competitive bid process in order to meet target dates for the grant program. When questioned on the matter, Mr. DeGraw confirmed that the equipment would only be purchased if FAA grant funds were received.

Motion was made by Mr. Tessier, seconded by Mr. Merlino and carried unanimously to approve the request as outlined above and the necessary resolution was approved for the May 15th Board meeting. *A copy of the request is on file with the minutes.*

Moving on to the Old Business portion of the agenda, Mr. DeGraw announced that Item 8 included discussion on the Airport Emergency Plan. He advised that the item had been included in the agenda at the request of Mr. Stec and Brian LaFlure, Director of the Office of Emergency Services/Fire Coordinator, had been invited to the meeting to speak on the matter also. Since Mr. Stec was temporarily absent from the meeting, Mr. Belden determined that Mr. DeGraw should continue with the agenda review and return to this item when Mr. Stec rejoined the meeting.

Mr. DeGraw said that Agenda Item 9 pertained to pilot comments regarding the new FBO, Rich Air. He noted that the agenda included copies of numerous positive email comments from area pilots, as well as a copy of a recent article in *The Post Star* entitled "Cost of Fuel Driving Pilots Away".

Addressing Agenda Item 10, Mr. DeGraw thanked Mr. Tessier and the Town of Lake George for loaning the use of their sweeper at the Airport to clean the runways.

Concluding the agenda review, Mr. DeGraw presented the listing of items pending from prior Committee meetings which he detailed as follows:

1. Mr. DeGraw advised that he had no update to present regarding the validity of an easement on the Chartrand parcel;
2. With respect to the vacancy on the NYSAC (New York State Association of Counties) Public Safety Committee, Mr. Lamy stated that he had yet to make a determination as to who would be chosen to fill the vacancy;
3. Mr. DeGraw asked Mr. Schermerhorn to update the Committee on the status of the self-fueling facility being constructed at the Airport. Mr. Schermerhorn apprised that a supplier had been determined for the self-fueling equipment and he would be setting up a meeting with C&S Engineers, the consulting firm representing the Airport's interests, to review the self-fueling facility plans and to determine that they were acceptable to the County.

Continuing with further Airport updates, Mr. Schermerhorn advised that he had purchased two late model Chevrolet Malibu sedans, which were emblazoned with the Rich Air logo, for the use of pilots and their transient passengers when arriving at the Airport. He added that the users had been very happy with the availability of ground transportation upon arrival. In addition, Mr. Schermernorn stated that he had purchased new non-static radios for all of the line service employees which allowed for much clearer and safer radio communications. With respect to the implementation of increased security measures, Mr. Schermerhorn apprised that he had narrowed his choices to two providers, one of which had done a lot of work for the County in the past.

Mr. Schermerhorn mentioned that his previous intent had been to purchase the t-hangar plans from L.S.L. T-Hangars, Inc., which were previously approved by the County. He advised that because the selling company had recently been dissolved and due to the fact that the t-hangar design did not meet many of the needs specified for newer aircrafts with wider wing spans, he had declined to purchase the plans. Mr. Schermerhorn announced that he would address the Committee again in the future with an updated t-hangar design plan for presentation and approval.

In order to present a more professional look, Mr. Schermerhorn said that uniforms had been purchased for his staff. He noted that at no cost to the County, he had also updated the conference room sometimes used by the Committee for meetings to include new wallpaper, carpeting and furniture. Mr. Schermerhorn stated that on separate occasions, both New York State Senator Charles Schumer and Governor David Paterson had recently visited the Airport and had been very impressed with the changes made. He further noted that Governor Paterson's arrival had coincided with a pancake breakfast charity event, during which an ACC (Adirondack Community College) music teacher and her students had been playing music. Mr. Schermerhorn said that when Governor Paterson arrived, the song "New York, New York" was played and had drawn him to the event. Governor Paterson had graciously donated money to the charity and had spent time meeting attendees and shaking hands before moving on to his scheduled destination, Mr. Schermerhorn apprised.

Mr. Schermerhorn advised that there seemed to be some displeasure amongst the local pilots regarding the Corporate Pilot Lounge he had constructed on the second level of the Airport terminal building. He said that they were now attempting to develop a second room which would be designated for the use of local aviation pilots to serve as their "home base". Mr. Schermerhorn stated that the only provision he had yet to complete was the purchase of de-icing equipment. He advised that he had not purchased the equipment thus far because there had not been a need for it; however, he said, he would be making the purchase in the near future, thereby addressing all of the necessities represented in his agreement with the County.

Mr. Schermerhorn concluded that he continued to make non-contractual cosmetic changes to the Airport terminal as he felt they provided a better representation for Warren County to visitors who would be patronizing area lodgings, restaurants and retailers during their stay.

Mr. Belden asked Mr. DeGraw if he had any issues with the changes made by Mr. Schermerhorn, to which Mr. DeGraw responded that all of the renovations made by Mr. Schermerhorn had been executed at a first class level and had improved the appearance of the building. He said that although he felt there would be a short period of unrest in the near future while they were determining areas of authority, he otherwise could not say enough positive things about Mr. Schermerhorn and his staff.

Mr. Champagne pointed out that there had been some concerns with respect to the price of fuel at the Airport as referenced in the article from *The Post Star* which Mr. DeGraw had included in the agenda. Mr. Schermerhorn responded that when he had first started his term as FBO in January of 2009, Warren County had boasted the lowest fuel prices in the area. He reminded the Committee that, as noted in their prior meeting, it was impossible to offer lower fuel prices than the Albany International Airport because their FBO was paid for the services rendered and did not receive any income from the sale of fuel which was sold by Albany County at a very reasonable cost. Mr. Schermerhorn said that when the article in *The Post Star* was published, he had researched area airport fuel prices and had found that Warren County was listed in the middle of the group, with neither the highest or lowest costs. He stated that a substantial amount of fuel had been sold at the Warren County Airport and that when the fuel was replaced, the selling price varied based upon what it was purchased for; he added that fuel prices had risen for the spring season and the price had consequently risen as it was sold to the pilots. Mr. Schermerhorn apprised that although Saratoga County Airport was considered a competitor, they were not selling as much fuel as Warren County and were able to continue selling fuel purchased earlier in the year at a lower cost which allowed for a lower selling price. He said that the fuel prices offered were fair based on the price the fuel was purchased for and he felt that the negative article was based upon comments made by the small percentage of local aviation pilots who had not been amenable to the choice of Rich Air as FBO. Mr. Schermerhorn asserted that he would strive to attain acceptance from these resistant parties and he noted that he continued to gain new clients and inquiries for hangar space, as well as a lot of new interest and positive feedback which had not been received in the past.

Mr. Stec re-entered the meeting at 10:39 a.m.

Mr. Belden pointed out that for the May meeting they intended to schedule a separate Public Works meeting to address Airport business on site and to tour the facility and view all of the changes made.

Returning to Agenda Item 8, Mr. LaFlure distributed copies of the draft AMA (Automatic Mutual Aid) plan presented by the South Queensbury Fire Department, a copy of which is on file with the minutes. He apprised that during the recent Public Safety Committee meeting, Mr. Stec had noted the absence of an AMA plan which had been brought to his attention by several local firefighters who were concerned about the lack thereof. Mr. LaFlure explained that there had previously been AMA plans in place at the Airport which changed over the years according to the preferences of the Fire Chief in charge at the South Queensbury Fire Department, due to the fact that 99% of the Airport was located in that fire district. He said that the current Fire Chief had worked with Mr. DeGraw to develop the draft plan, which had been reviewed and approved by himself and Shane Ross, Chief Deputy, and was now being reviewed by the FAA for their approval.

Mr. LaFlure advised that the plan used in the past required the dispatch of 12 Fire Departments any time there was an incident at the Airport. He said he had been one of the individuals dispatched for every incident that had occurred over the past 35 years under this plan, and every one of them had been a problem because there were too

many vehicles present and too many people trying to use the radios at the same time. Mr. LaFlure said there was very little that could be done if a plane crash were to occur, other than to extinguish the remains of the plane; however, he said, any time there was a fire at the Airport, no matter how small, all 12 Fire Departments were dispatched. He noted that a conscious decision had been made by the Chief of the South Queensbury Fire Department to change the AMA plan so that it did not require the automatic dispatch of all these Fire Departments which would alleviate the need to call the volunteers out of work and would stop the flow of emergency traffic trying to reach the site who might be traveling unsafely at high speeds to reach a trivial event.

Mr. LaFlure stated that they had not intended to release the finalized plan until it had received FAA approval and had been operating under a standard plan wherein the South Queensbury Fire Department would be the initial responders and would call whatever resources they felt were necessary. He added that most Fire Departments did not rely on a standard AMA plan, but rather awaited information from a dispatcher at which time they determined if additional resources were required. Unfortunately, Mr. LaFlure stated, some of the Fire Departments that had previously been included in the AMA plan in the past felt slighted when they were not called upon to respond to a recent issue at the Airport and had addressed the matter with Mr. Stec. He re-emphasized that his office had already reviewed and concurred with the draft AMA plan and he advised that he had contacted the complaining parties and had advised them it was the decision of the Chief of the South Queensbury Fire Department as to how they would proceed in emergency events.

Discussion ensued with respect to the matter.

Messrs. Monroe, Geraghty and Stec left the meeting at 11:00 a.m.

As there was no further Airport business to present, privilege of the floor was extended to Paul Butler, Director of Parks, Recreation & Railroad, to begin the Parks, Recreation & Railroad portion of the meeting. Copies of the agenda were distributed to the Committee members, a copy of which is on file with the minutes.

Proceeding with the agenda review, Mr. Lamy advised that Mercer Construction was close to finishing the work scheduled for the Hadley Train Station platform and would be moving on to the Thurman platform in the following week. He reminded the Committee that at the last Board meeting a resolution had been approved to extend their completion date to June 1st. Along these lines, Mr. Lamy advised that he, Mr. Butler and representatives of Clough, Harbour & Associates had reviewed the existing grant information and the Project budget and had determined that there was approximately \$100,000 remaining within the grant that could be used to perform additional improvements at the Hadley and Thurman Stations. He said they had asked Clough, Harbour & Associates to provide a list of work priorities at each site for the Committee's review in determining if the additional funds should be used to address any of the items listed. Mr. Lamy suggested that they consider a permanent surface for the parking lots if they determined that the remaining funds were to be expended.

Mr. Belden questioned what would happen to the remaining funds if they were not expended and Mr. Lamy replied that they would be returned to the granting agency. Mr. Lamy then confirmed that the use of the remaining \$100,000 would incur no additional cost to the County.

Mr. Merlino questioned whether paving was included in the initial bid and Mr. Lamy replied in the negative, explaining that paving was included as an alternate option which had been removed to ensure that the total project cost would not exceed the grant funding available. Mr. Lamy said that if the Committee chose not to pave the parking lots, they would remain gravel surfaces which would require periodic maintenance.

Subsequent to further discussion on the matter, motion was made by Mr. Champagne, seconded by Mr. Goodspeed and carried unanimously to authorize the expenditure of any grant funds remaining in connection with the Rail Station Improvements Project for further improvements to the Hadley and Thurman Stations to be determined at the discretion of the Superintendent of Public Works.

Continuing, Mr. Lamy advised that Agenda Item 2 referred to Town of Johnsburg Parcel No. 102.10-1-8, which was acquired by the County when it was merged with railroad property. He said that the property housed two buildings which were in disrepair and would require demolition and removal in the future. Mr. Lamy stated that the buildings would have to be evaluated to determine the least expensive manner in which to accomplish the removal and to determine whether the work could be performed by County forces. In the meantime, he advised that Mr. Butler had directed his staff to secure the bottom floors of both buildings to deter the public from entering them. Mr. Lamy noted that the area in which the buildings were located was not heavily traveled; however, he said, he felt that the buildings should be secured for safety sake. He concluded that he wanted the Committee to be aware of the situation as they would be revisiting the issue once again in the future when the specifics of the building removal work had been determined.

Mr. Butler announced that Agenda Item 3 consisted of a request to authorize the submission of an application to the Helen V. Froelich Foundation for program funding at the Up Yonda Farm Environmental Education Center. He noted that they had yet to determine whether Up Yonda was eligible for funding due to their tax status, nor did they know the amount of grant funding that might be available. Mr. Butler concluded that the deadline for application submission was May 31st and he anticipated that further information with respect to eligibility and funding amounts would be received subsequent to that date.

Motion was made by Mr. Bentley, seconded by Mr. Goodspeed and carried unanimously to approve the request as outlined above and the necessary resolution was authorized for the May 15th Board meeting. *A copy of the request is on file with the minutes.*

Agenda Item 4, Mr. Butler advised, included a request for a new contract with Northeast Rail Car Association (NERCA) authorizing them to use the Warren County railroad right-of-way and tracks on July 25 - 26, 2009, pending the receipt and approval of appropriate insurance information by the County Attorney's Office. He added that NERCA anticipated the participation of 25 cars in this event and Warren County would receive a fee of \$35 per car. Mr. Butler noted that a similar resolution had been approved in the prior year allowing for the 2008 NERCA event.

Motion was made by Mr. Goodspeed, seconded by Mr. Pitkin and carried unanimously to approve the request for a new contract with NERCA as outlined above and the necessary resolution was authorized for the May 15th Board meeting. *A copy of the request is on file with the minutes.*

Concluding the Agenda review, Mr. Butler stated that Item 5 consisted of a request from Upper Hudson River Railroad (UHRR) to address the Committee with respect to the operation of the caboose at the Riverside Station; however, he noted, Cliff Welz, UHRR Operations Manager, had been unable to attend the meeting. He advised that Mr. Welz had intended to advise the Committee that UHRR would not be operating the caboose during the 2009 summer season as it was not profitable for them. Mr. Butler apprised that although UHRR had contracted with other parties in the past to operate the caboose, they had been unable to find anyone willing to do so for 2009 but were actively seeking someone to do so.

Mr. Belden questioned who owned the caboose and Mr. Butler replied that the County owned it. Mr. Belden then

asked if the County could legally advertise for someone to operate the caboose and it was the consensus of the Committee that the matter be referred to the County Attorney's Office to make this determination.

Mr. Strainer asked what the caboose had been operated as in the past and Mr. Butler replied that it had been used to sell ice cream, hot dogs, hamburgers and other small foods. Mr. Butler added that the caboose was a nice attraction and was well attended by locals in the area. He suggested that the Committee consider adding a clause in the new Railroad Operator Contract which would require the operation of the caboose on a seasonal basis.

Mr. Goodspeed stated that his understanding of the lack of interest in operating the caboose was derivative of the considerable electric bill generated and the difficulty in offsetting those costs with small foods sales.

Motion was made by Mr. Bentley, seconded by Mr. Goodspeed and carried unanimously to refer the matter to the County Attorney's office in order to determine if it was within the County's legal rights to advertise the lease of the caboose for small foods sales.

When questioned as to the status of the Stony Creek Railroad platform, Mr. Tennyson apprised that the platform construction was currently being delayed by legal issues. He said that a permanent easement across property owned by the 1,000 Acres Ranch Resort was required in connection with grant funding; he added that although the property easement documentation had already been prepared by the County Attorney's Office, the property owner's legal counsel was not happy with the wording therein and revisions were causing delays. Mr. Lamy interjected that the matter was currently being addressed by the County Attorney's Office and they would be ready to begin construction as soon as the matter was settled.

Mr. Thomas thanked Mr. Butler and his staff for their assistance in connection with the construction of a handicap ramp for the new Soil & Water Building. He said that with their assistance, the ramp had been completed in a timely manner and had saved money for the County.

As there was no further Parks, Recreation & Railroad business to discuss, privilege of the floor was extended to Mr. Lamy to begin the Warren County Sewer portion of the Committee meeting. Copies of the Warren County Sewer agenda were distributed to the Committee members, a copy of which is on file with the minutes.

As Agenda Item 1 consisted of referral items, of which there were none, Mr. Lamy began the agenda review with Item 2 and he presented a request to extend the contract with Clough, Harbour & Associates in an amount not to exceed \$42,000 for extra work authorizations in connection with the Hague Sewer Project. He explained that the Sewer Project included work in both the northern and southern portions of the Sewer District which were located approximately one mile apart and they had initially thought that the construction inspections in both Districts could be performed by one inspector. Mr. Lamy advised that NYSDOT had been very strict in their regulation of the Hague Sewer Project and had actually demanded that work on the Project cease until a second Construction Inspector was brought on so that different inspectors were reviewing each section which had led to the need for more construction inspection hours than what had been included in the initial contract. In addition, he said that although work had progressed through the winter months, the work had not been performed as efficiently as it had during the rest of the year and had required increased construction inspection hours.

Motion was made by Mr. Bentley and seconded by Mr. Goodspeed to approve the request to extend the contract with Clough, Harbour & Associates in an amount not to exceed \$42,000 for extra work authorizations in connection with the Hague Sewer Project.

When questioned as to the source of funding for the contract extension, Mr. Lamy advised that the funds would come from the Lake George Basin Sewer Project which included federal grant funding. He added that although there were funds remaining in the Project, any costs exceeding the funding available would be the responsibility of the Town of Hague.

Mr. Belden called the question and the motion was carried unanimously to approve the request to extend the existing contract with Clough, Harbour & Associates as outlined above, thereby authorizing the necessary resolution for the May 15th Board meeting. *A copy of the request is on file with the minutes.*

Proceeding to the next agenda item, Mr. Lamy announced that beginning on page 6 he had included documentation from Clough, Harbour & Associates referencing a change order which would reduce the cost of the Hague Sewer Project by \$11,000. He explained that the reduction had occurred when the contractor had elected to proceed with an alternate sewer alignment which would change the method used to cross a nearby stream and had resulted in a decreased cost. Mr. Lamy apprised that the alternate option had been approved by both the contractor and the Project Engineer.

Motion was made by Mr. Bentley, seconded by Mr. Pitkin and carried unanimously to approve Change Order No. 2 in connection with the Hague Sewer District Project, thereby decreasing the Project cost by \$11,000. *Note: Subsequent to the meeting it was determined that a resolution was not required to approve the Change Order as it decreased the Project total and in light of the fact that Mr. Lamy was previously authorized by resolution to approve Change Orders under a certain amount without prior Committee approval.*

Mr. Lamy said that he had one final item to discuss which was not included on the agenda and he announced that the Town of Bolton would be bidding work for a pump station and force main to serve part of their existing sewer district in early summer; he added that he anticipated the work would begin after the Labor Day holiday. Mr. Lamy noted that he was in the process of compiling a list of the 15 year history of the Sewer Project, including expenditures and appropriations and he hoped to have it available for presentation at the next Committee meeting. He stated that the Project was nearing completion, with the County portion of the Project to be finished by the end of the Summer, at which point the laterals would be connected to the existing sewer, thereby signaling the completion. Mr. Lamy apprised that the entire project would be finished within the next year.

Mr. Belden advised that the Hague Sewer Project had proceeded ahead of schedule and under budget. He noted that the engineers working on the Project were the best he had ever worked with and had done a wonderful job. In reference to the exemplary efforts provided by the Project Engineers and Construction Inspectors working on the Hague Sewer Project, Mr. Lamy apprised that when NYSDOT had demanded that both lanes of approximately 4,000' of State Route 9N be milled and paved at the north end of the Project, the Construction Inspector had reviewed all of the Project documentation and had determined that this was not included in the original contract and was therefore not required. He added that an agreement had subsequently been reached with NYSDOT to provide milling and paving for 150' of State Route 9N which had saved a considerable amount of money for the Project.

As there was no further Warren County Sewer business to be discussed, Mr. Belden announced that they would begin the Solid Waste & Recycling portion of the meeting. Mr. Lamy distributed copies of the Solid Waste & Recycling agenda, a copy of which is on file with the minutes.

Mr. Lamy stated that Agenda Item 1 referred to the Solid Waste Management Plan and he advised that the Selection Review Committee had met and interviewed six of the eight parties that had submitted responses to the

RFP (Request for Proposal) for development of a Plan.

Proceeding to Agenda Item 2, Mr. Lamy apprised that at Chairman Monroe's direction, both he and Mr. Champagne had recently attended the NYSDEC Region 5 Earth Day Recycling Summit for Municipalities which was held on April 23rd at the NYSDEC Office in Warrensburg. He said that the Selection Review Committee for the Solid Waste Management Plan would be meeting with NYSDEC Solid Waste staff before selecting a firm to provide the updates to the Plan and before beginning negotiations regarding solid waste disposal at the expiration of the burn plant contract.

Mr. Lamy concluded the agenda review with presentation of items pending from prior Committee meetings, which he detailed as follows:

1. Mr. Lamy said that he had no update to provide with respect to the Hartford Landfill;
2. Town contracts for recycling transportation with the Towns of Warren County had been renewed, Mr. Lamy advised; therefore, he said, this item could be removed from the pending items list.

As there was no further Solid Waste & Recycling business to come before the Committee, on motion made by Mr. Tessier and seconded by Mr. Bentley, Mr. Belden adjourned the meeting at 11:29 a.m.

Respectfully submitted,
Amanda Allen, Sr. Legislative Office Specialist